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Agreement between

**East Ramapo Central
School District**

and the

**East Ramapo Maintenance,
Transportation, Special
Services and Security
Employees Union**

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

July 1, 2002 to June 30, 2005

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EAST RAMAPO MAINTENANCE, TRANSPORTATION, SPECIAL SERVICES AND SECURITY EMPLOYEES' UNION

Agreement

In order to effectuate the provisions of the Public Employees' Fair Employment Act, and to establish effective and harmonious working relationships between the Board of Education of the East Ramapo Central School District (hereinafter referred to as the "District") and the East Ramapo Maintenance, Transportation, Special Services and Security Employees' Union of the National Education Association (hereinafter referred to as the "Union") the parties do mutually agree as follows:

Article I

Recognition

A. The District recognizes the Union as the sole and exclusive negotiating representative with respect to terms and conditions of employment for all permanent and provisional transportation staff personnel, including bus drivers I and II, clerk-bus driver, cleaner/bus driver, mechanics, Assistant maintenance mechanic, mail clerk, storekeeper, security, senior security, courier, groundswoker, groundskeeper, maintenance mechanic I, maintenance mechanic II, bus service inspector, MEO I, and MEO II, all permanent and provisional maintenance staff personnel, including special services employees, and senior duplicating machine operator. Persons employed less than half-time (based on the normal work week as defined in this Agreement) substitute, voucher, or on a temporary basis, shall not be covered under the terms of this Agreement.

B. Union recognition shall continue for the maximum period allowed by law.

C. The provisions of the Agreement shall apply to all personnel covered hereunder without regard to race, creed, color, sex, age, handicap, national origin or marital status.

D. The Union, through its officers, affirms that for itself and on behalf of its members, does not assert the right to strike against the District or to assist or participate in such strike action, or to otherwise, by concerted activity, impede or interfere with the educational or operational processes of the District.

E. The District is allowed, at its discretion, to require a pre-employment drug test for potential unit employees within applicable state and federal laws.

Article II

Principles and Negotiations Procedures

The following shall constitute the methods by which negotiations shall take place between the Union and the District:

A. Negotiable Items

The District and the Union agree to negotiate in accordance with the procedures set forth herein, in a good faith effort, to reach agreement concerning matters including, but not limited to, salaries, the handling of grievances, assignments, transfers, promotions, leaves of absence, allowable absence, medical benefits, health services and other fringe benefits.

B. Negotiating Team

District representatives will meet with representatives designated by the Union for the purpose of discussion and reaching mutually satisfactory agreements. Neither party in any negotiations shall have any control over the selection of the representative(s) of the other party.

C. Opening Negotiations

Upon request of either party for a meeting to open negotiations on a successor agreement, a mutually acceptable meeting date shall be set not more than fifteen (15) work days following such request. In any given year, such request shall be made not earlier than December 15 or later than January 15, except by mutual consent. Should either party desire a continuation of the current Agreement without change, it must notify the other party of that intent, in writing, not earlier than December 15 or later than January 15. Upon receipt of said intentions, the other party may elect to open negotiations. This will be accomplished by a written notice of such intent and both parties will then set a meeting date no later than fifteen (15) work days following the receipt of notice to open negotiations. A tentative list of items for negotiations shall be submitted, in writing, by each party to the other party at least one (1) week prior to the first meeting.

D. Negotiation Procedures

1. Following the initial meeting as described in paragraph C, such additional meetings shall be held until the parties reach an agreement on the items or until impasse is reached. Meetings shall be held at mutually convenient times with a maximum of seven (7) negotiating sessions to be held during the work days unless by mutual agreement or unless so scheduled by a Public Employment Relations Board (PERB) representative. Work day meetings shall have a maximum of four (4) members in addition to the Union president representing the Union. A caucus can be called by either party as it is deemed necessary.

2. While no final agreement shall be executed without ratification by the Board and the Union, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, counter-proposals, and reach compromises in the course of negotiations.

3. The parties agree that once negotiations have been completed and agreement ratified, the negotiations will not be reopened during the life of the Agreement.

E. Exchange of Information

Both parties and/or the Superintendent shall furnish each other, upon reasonable request, all available information pertinent to the items under consideration.

F. Consultants

The parties may call upon consultants to assist in preparing for negotiations and advise them during conference sessions. The expense for such consultants shall be borne by the party requesting them.

G. Committee Reports

The parties agree that during the period of negotiations and prior to reaching an agreement which is to be submitted to the Board and the Union, the proceedings shall not be released to the public unless an issuance has the prior approval of both parties.

H. Reaching Agreement

As tentative agreement is reached on each individual item being negotiated, that item shall be reduced in writing. This is merely a note-keeping device to the mutual benefit of both parties. When agreement is reached concerning the entire negotiating package, the proposed agreement shall be reduced to writing and submitted to the Board and Union for approval. Following approval by the Board and the Union membership, the Board shall take that action which is necessary to make the proposed agreement official.

I. Use of Mediator

In case agreement is not reached by negotiations after full consideration of proposals and counter-proposals either party may utilize the services by the Public Employees Relations Board consonant with the terms of the Taylor Law.

Article III

Promotion, Transfers and Vacancies

A. Employees covered hereunder, who are transferred or promoted to another position, shall serve a probationary period in the new position of no more than twenty-six (26) weeks.

B. If the employee does not achieve permanent status on the job to which s/he is promoted or transferred, s/he shall be entitled to her/his original position without loss of seniority or other benefits to which s/he may be entitled.

C. In moving to a higher classification on a promotion, the employee will be granted an increase of at least one (1) increment on the employee's original schedule and will be placed on the new schedule of the higher classification at that step which is not less than the sum arrived at above.

D 1. Preference to appointments shall be given to members of the unit provided such members are qualified. All other factors being equal and all applicants within the unit with suitable qualifications or experience should have priority over non district applicants. In the event that more than one (1) qualified employee applies the appointment shall then be given to the employee who has the most seniority in the District provided that all other factors are equal.

2. When an employee becomes a regular employee from being a voucher employee, seniority shall accrue from the date of the regular employment.

E. When an employee is authorized by his/her Supervisor to work in a higher classification for a minimum of one(1) full work day or longer, excluding the first two(2) weeks of any vacation period, and said employee performs a major portion of the duties of the higher classification, then said employee shall be paid for every day worked at said higher classification at the rate of pay equivalent to the value of one(1) additional increment of the employee's current classification salary schedule.

F. All notices pertaining to promotions or vacancies will be posted on appropriate bulletin boards which are located in prominent places. A copy of any and all vacancy notices/flyers will also be forwarded to the officers and shop stewards of the union. Each year the union will provide a list of these officers and stewards to the personnel office.

Article IV

Overtime and Premium Pay

A. Overtime Pay

1. Time and one-half the regular rate of pay shall be paid for work performed in excess of eight(8) hours in any one day or forty(40) hours in any one week except that during the period July 1 through August 31 no unit members will be eligible for premium pay until they have worked forty (40) hours in any one(1) week.

2. Employees will be expected to work a reasonable amount of overtime, including overtime in circumstances of emergency, as determined by the supervisor of their

department or building. Overtime will be paid only if authorized prior to the assignment of said supervisor. For purposes of clarification unit members are supervised by the following:

Director of Transportation - Bus Employees
Director of Facilities - Maintenance Grounds Employees
Director of Management Information Systems - Special Services Employees
Building Principals - Security Employees

3. Overtime shall be divided as equally as practicable and consistent with efficient operations among employees performing similar work on which they are qualified.

A4(a) The Superintendent or his/her designee, will make the determination if there is a need for security personnel for extra curricula activities. If there is a demonstrated need for this personnel, then such extra-assignment(s) will be assigned as they occur on a seniority basis. For example: The most senior person will have first choice for the extra-assignment. If s/he accepts the assignment or if s/he refuses the assignment, then s/he goes to the bottom of the rotation and must wait until all more junior individuals have either accepted or refused an extra-assignment before s/he becomes eligible for another extra-assignment. The hourly rate of pay for these assignments shall be as outlined in Article IV sections A(1) and B.

A4(b) A senior security personnel employee shall be assigned to each extra-curricula assignment in order to coordinate security personnel. This in no way shall be used to reduce the number of security assigned through section 4(a) above. The hourly rate of pay for these assignments shall be as outlined in Article IV sections A(1) and B.

A4(c) No outside security will be utilized if internal security is available to cover an event, unless it is determined by the Superintendent of Schools that it is in the best interest of the health, safety or welfare of the students, employees and visitors.

B. Premium Pay

1. Time and one-half the regular rate of pay shall be paid in addition to the holiday pay for work performed on those holidays listed under Article VII when school is closed.

2. Employees required to work their regularly scheduled work hours on "special school holidays" (such as snow days or vacation days) will receive a premium payment equal to the regular rate of pay for hours so worked, plus their regular rate for their regularly scheduled work hours. Hours worked outside normal work hours, for example, prior to 7:00 AM and after 3:30 PM, shall be paid at time and one half. Hours worked during the regularly schedule work hours on these 'special holidays' will not count towards meeting the 40 hours of work required to receive time and one-half, and the 48 hours of work required for double time.

3. Time and one-half the regular rate of pay shall be paid for work performed on Saturday, provided that employee has worked for at least forty (40) hours during the preceding Monday through Friday.
4. Two (2) times the regular rate of pay shall be paid for work performed in excess of forty-eight (48) hours in the work week.
5. Premium pay will be paid only if authorized prior to the assignment by the appropriate supervisor of the department or building to which employee is assigned. (See section A-2 above as it pertains to supervision).
6. Should an employee be authorized to work overtime during the period July 1 through August 31, such employee will be paid at the straight time rate of pay for those hours worked between thirty-five (35) and forty (40) hours in any one week (in addition to the regular pay as provided in Article V,B).

C. Non-Pyramiding

No time worked shall be paid for at overtime or premium rates more than once. If both overtime and premium rates are applicable, the greater shall be paid.

Article V

Hours of Employment

A. The work week, unless otherwise indicated, will be forty (40) hours, consisting of five (5) eight (8) hour days, excluding at least thirty (30) minutes uninterrupted lunch period daily. Any employee who, for emergency situations, works through his/her lunch period at the discretion of his/her supervisor, will be paid at the applicable overtime rate of pay. This provision shall not be applicable to any employee who has a thirty (30) minute lunch period in lieu thereof at any time in the course of that work day.

B (1) Summer Hours

During the period July 1 through August 31, the work week shall be thirty-five (35) hours and the work day shall be 7:00 AM to 2:30 PM (Monday through Friday) inclusive of a thirty (30) minute lunch period at no reduction in salary.

B (2): Flexible Scheduling:

The parties agree to continue the practice of flexibly scheduling work hours during summer work periods. The parties agree that the usual starting time of 7 A.M. and the ending time of 2:30 P.M. may be adjusted through mutual agreement between the Building and Grounds supervisor and the employee involved in the work assignment. The times to be scheduled will have a starting time no earlier than 6:00 A.M. and an ending

time no later than 4:00 P.M. except in emergency situations. This flexibility is in no way intended to change the thirty-five (35) hour summer work week.

C. The hours for employees retained on a part-time basis will be assigned.

D. The work year is a twelve (12) month period, unless otherwise indicated.

E. Any employee who is called in and reports for work before or after his/her regular day of work or during the weekend or on holidays, shall be granted a minimum pay of two (2) hours of work to be compensated as provided for in Article IV; except that such employees shall be compensated at their regular hourly rate when called in for any hours of work up to and including forty (40) hours during July and August. Hours of work in excess of forty (40) hours in any basic work week shall be compensated as provided for in Article IV. This guarantee shall not apply to work which runs into or immediately follows a normal work day or shift.

F. The District and the Union will, when circumstances warrant, agree to a change in the scheduled work day, lunch periods, and work week for bus drivers covered under this Agreement. Any changes from the existing schedules will be mutually agreed upon so as to guarantee complete and efficient bus transportation service and no undue hardships to the employee(s) in question.

G. The work year for the ten (10) month employees shall be 180 days. Additional work days can be required only when students are in attendance and shall be compensated at the rate of 1/200 of the yearly rate of pay. The District may request two (2) additional days for a total of 182 for that purpose.

H. No employees time card will be altered without prior notification to the employee. The notification should take place within two days of the change, excluding weekends and holidays.

I. When employees are scheduled to attend a Superintendent's Conference Day, the hours spent in conference work will be set by the District. If it is determined that said hours are shorter than the normal work day, the employees so attending the conference will receive a full day's pay.

J. Bus runs that are scheduled every day on a regular basis will be considered part of the bus driver's regular schedule contracted day. Drivers who have previously been contracted for more than the five hour minimum will continue to receive their contracted hours. However, should less runs be required in the school district, due to a revised schedule, declining enrollment, contracted trips, etc., an individual driver's hours may be reduced. This reduction will be implemented on a seniority basis, with the least senior person scheduled the least hours.

Drivers who are scheduled more than their regular number of runs in September, will be notified by the end of October of their revised contract hours. The pay for additional number of hours will be retroactive to the first day of service in the school year. The minimum number of contracted hours will not be less than five (5) for any permanent employee.

Any and every run and route is subject to change at the discretion of the Supervisor of Transportation during any school year.

Any and every driver's route is also subject to change at any time at the discretion of the Supervisor of Transportation.

Article VI

Salary Schedules

A. During the term of this Agreement all unit personnel shall be paid in accordance with the applicable salary schedule which is attached hereto and made part of the Agreement.

B. Unit members will be granted any applicable increment on July 1 (12 month employees) or September 1 (10 month employees) provided that they have been employed in the District from the previous January 2 (12 month employees) or February 1 (10 month employees).

C. Longevity increments, for employees hired prior to July 1, 1999, will be granted to employees after 5, 10, 15, and 20 years of credited service in the District effective on the employee's employment anniversary date. Longevity increments shall be the difference between the salaries for step 1 and step 2 of the applicable salary schedule. Longevities for employees hired on or after July 1, 1999 will be granted to employees after 7, 12, 17, and 20 years of credited service in the District effective on the employee's employment anniversary date. Longevity increments shall be the difference between the salaries for step 1 and step 2 of the applicable salary schedule.

D. If a permanent employee is incumbent in a position which is reclassified and if he/she is appointed to this position, he/she will be placed on the identical step of the schedule of the new classification.

E. Credit for prior related experience may be granted, as determined by the Personnel Office, effective at the time of employment.

F. All twelve (12) month employees covered by this Agreement shall be paid on a bi-weekly basis during the fiscal year.

G. Senior Security personnel shall be paid on Column 4 (four).

H. Salary Schedules

The 2002-2003 schedules shall be the 2001-2002 schedules increased at each and every step by 2.5%.

The 2003-2004 schedules shall be the 2002-2003 schedules increased at each and every step by 2.5%.

The 2004-2005 schedules shall be the 2003-2004 schedules increased at each and every step by 2.5%.

In each year employees eligible shall move up one step on the schedules.

I. Special Trip Provisions

(Transportation Personnel)

1 a. On Holidays only, time and one-half will be paid for all driving and waiting time up to 48 hours. All driving time over 48 hours worked will be paid at the double time rate. All waiting time over 48 hours worked will be paid at time and one-half. On all other days (days which are not stipulated as Holidays in Article VII A), Overtime and Premium Pay will be in accordance with Article IV.

1 b. When notice of cancellation of trip for Saturday, Sunday or holiday trips is given with less than 24 hours notice the bus driver shall be paid two hours at straight time rate.

2. Funds for estimated expenses for tolls, parking, meals and other authorized expense items, will be advanced to the driver before the trip, on approval by the Supervisor of Transportation or his/her designated representative.

3. Drivers will be reimbursed for necessary meals required on a trip up to the amounts provided for in the following schedule:

B-\$3

L-\$5

D-\$8

When a driver submits a voucher for reimbursement for meals, a receipt, with the name of the eateries pre-printed on it (or the name of the eatery hand-written on the back of the receipt), must be submitted with the voucher.

Note: Dinners may be vouched for those trips that return to the bus garage after 6 p.m.

J. Meal Allowance

A meal allowance of \$8.00 shall be paid for each four (4) consecutive hours of

involuntary overtime continuous to the regularly scheduled work day.

1. This provision shall not be applicable to planned or scheduled overtime whether during a regular work day or on a weekend, holiday, or vacation.
2. This provision shall apply to any call-back which occurs before or after the person has checked in or out for the day or if called in on a weekend, holiday, or during vacation.

Note: Planned or scheduled as used herein shall mean voluntary overtime.

K.MEO I The MEO I position shall be compensated on Column 12. This will be implemented by placing the employee currently working in the MEO I position on Column 12. This employee will move to each succeeding step during subsequent contract years.

L.Security Overtime All security personnel when working on weekends shall receive time and one-half, even if they have not reached 40 hours.

Articles VII

Holidays

A. The following paid holidays are granted to provisional and permanent employee covered under this Agreement providing such employees shall have completed one (1) month of employment. These days will be observed as paid holidays only if school is closed. Should school be open, these days will be considered as regularly scheduled work days:

Independence Day*	Memorial Day
Christmas Day	Columbus Day
Labor Day	First Day of Passover
New Year's Day	Veteran's Day
Rosh Hashanah (2)	Good Friday
Yom Kippur	Thanksgiving Day
A Monday in February**	Day after Thanksgiving
	Martin Luther King's Birthday

*Not applicable to 10 month employees.

** In the absence of the school district observing a mid-winter recess, all unit members shall receive a holiday on a Monday in February. If the district observes a mid-winter recess, all unit members shall receive the Monday of that recess as a holiday.

- B.** When Independence Day, or Christmas or New Year's Day occur on Tuesday or Thursday, the Monday preceding or Friday following will also be granted as a holiday.
- C.** When a holiday occurs on a Saturday, it will be observed on the prior Friday, and any holiday occurring on a Sunday will be observed on the following Monday, provided school is closed.
- D.** Other special school holidays for unit members may be declared, including snow days.
- E.** In the event an employee is absent the day prior to or subsequent to a paid holiday, he/she will not receive any pay for the holiday unless such absence has been excused by his/her immediate supervisor. The District reserves the right to request a doctor's note for absence for health reasons on any of these days before payment is extended.
- F.** Transportation personnel can be asked to work any of the above holidays in order to provide adequate bus transportation for private and parochial schools which fall under the coverage of the District. Employees who work these holidays will be paid in accordance with Article IV, paragraph B.1.

Article VIII

Vacations

A. Twelve Month Employees hired prior to July 1, 1999

1. Vacation shall be earned at the following rate(s) dependent on years of District service:
 - a. One (1) full month through four (4) full years = six (6) hours and forty (40) minutes per month (ten (10) days per year)
 - b. Five (5) years through nine (9) full years = ten (10) hours per month. (Fifteen (15) days per year)
 - c. Ten (10) years or more = Thirteen (13) hours and twenty (20) minutes per month. (Twenty (20) days per year)
2. Earned vacation may be taken at anytime during the year after approval by the appropriate supervisor.
3. No vacation will be granted to any unit member employed less than six (6) months except for an emergency.
4. Vacation may only be taken in periods of full or half-days.

B. Twelve Month Employees hired on or after July 1, 1999

1. Vacation shall be earned at the following rate(s) dependent on years of District service:
 - a. One (1) full month through five (5) full years = six (6) hours and forty (40) minutes per month (ten (10) days per year)
 - b. Six (6) years through ten (10) full years = ten (10) hours per month. (Fifteen (15) days per year)
 - c. Eleven (11) years or more = Thirteen (13) hours and twenty (20) minutes per month. (Twenty (20) days per year)
 2. Earned vacation may be taken at anytime during the year after approval by the appropriate supervisor.
 3. No vacation will be granted to any unit member employed less than six (6) months except for an emergency.
 4. Vacation may only be taken in periods of full or half-days.
2. This section does not apply to employees hired before 7/1/99 and transfer or change job titles after that date.

C. Ten Month Employees

Ten (10) month employees do not earn vacation entitlements. Any ten (10) month employee who is currently (i.e., as of September 1, 1978) entitled to seventeen (17) days vacation under the prior agreement shall continue to receive such benefit, but any days of vacation in excess of those days designated as "partial staffing" days shall only be taken during the last week in June. These employees shall work in accordance with Article V, (G).

D. All vacations will be scheduled and have the prior approval of the appropriate supervisor.

Only in emergency situations does the District reserve the right to change vacation schedules in order to maintain operations.

In no instance will an employee's vacation schedule be changed in such a way that it becomes impossible for him/her to use earned vacation during the normal vacation period.

E. Vacations will be selected on the basis of seniority.

F. Vacation days may not be accumulated from year to year.

G. An employee leaving the employment of the District shall receive all unused vacation which has been earned up to the date of departure. Where the employee has taken

vacation days in excess of that earned up to the date of departure, such unearned vacation days shall be deducted from employee's final paycheck. In the event an employee dies, such earned and unused vacation shall be paid to his/her beneficiary.

H. The District reserves the right to request a doctor's note or other documentation from any employee who is absent for a day or days immediately prior to or subsequent to a paid vacation before payment is made for the days of absence.

Article IX

Leaves of Absence

A. Sick Leave

1. Sick leave time is for sickness only. The District and the Union agree that sick leave time off should be taken only when an employee is too ill to report for work. Further, the Union welcomes the District's attempt to correct the abuses of sick leave by suspensions and discharge when and if known violators are discovered.

2. The District shall furnish each employee with a status report of his/her leave totals once each year on or about October 1. The leave shall be categorized and clearly delineated. If unforeseen circumstances arise the District will have the leeway to meet this section within a reasonable amount of time.

B. Allowable Absence

1. Each twelve (12) month employee employed on or before June 30, 1981 shall have a total of twenty-one (21) days of allowable absence per year. Each ten (10) month employee employed on or before June 30, 1981 shall have a total of eighteen (18) days of allowable absence per year. Each ten (10) month employee employed on or after July 1, 1999 shall have a total of fourteen (14) days of allowable absence per year.

a. All days of absence shall be deducted from the allowable absence cited above.

b. No more than three (3) days of the allowable absence cited above may be used for personal leave as provided in Section D below.

c. No more than five (5) days may be used for family illness. Family shall be defined as mother, father, spouse, brother, sister and children.

Note: Should anyone be absent for personal illness the total of his/her annual allowable absence there would be no days available for personal leave or family illness.

2. Unit members hired on or after July 1, 1981 shall accrue paid allowable absence at the rate of 1 1/2 days per month during the first three years of service.

a. All days of absence for personal illness, personal leave or family illness are deducted from the accrued paid leave above.

b. During the first year of District service no more than one (1) day of paid leave may be used for a personal day.

c. During the first year of District service no more than two (2) days may be used for family illness.

d. During the second year of service and thereafter no more than three (3) days of paid leave may be used for personal leave.

e. During the second year of service and thereafter no more than five (5) days of paid leave may be used for family illness.

f. Family as used herein shall be defined as mother, father, spouse, brother, sister and children.

g. Personal leave shall be subject to the provisions of D.2 below.

h. Beginning with the fourth year of District service employees covered under this section shall become eligible for the provisions of paragraph 1 above.

C. Accumulation

1. Unused days effective June 30 of each year shall be added to the individual's accumulation effective July 1 of that year and an accounting of said days shall be furnished to each unit member as soon as feasible thereafter.

2. With the exception of persons employed on or after July 1977, all twelve (12) month employees shall begin with an accumulation of one hundred ten (110) days effective July 1, 1978, and all ten (10) month employees shall have an accumulation of ninety (90) days effective July 1, 1978. Persons hired on or after July 1, 1977 shall accumulate leave based on unused days per year, i.e., they shall not start with any accumulation. (Absences of all unit members during the period July 1, 1977 through June 30, 1978 shall be based on the leave provisions of the prior agreement, i.e., the agreement for the period July 1, 1976 through June 30, 1977).

3. Unused days effective June 30 of each year shall be added to the accumulation effective July 1 of that year.

4. All absence for injury or illness which are adjudicated to be compensable under the

Workmen's Compensation Board shall result in restoration of any such days charged to an individual's personal illness leave effective upon receipt of notice of such determination and shall not exceed the number of days deemed compensable as determined by the Workmen's Compensation Board.

D. Usage

1. Personal Illness

Absences shall be deducted from the annual allowable days until such are exhausted. Thereafter, absence with pay shall not exceed the individual's accumulated leave. Note: Accumulated leave may only be used for personal illness.

2. Personal Leave

Up to three (3) days of absence will be allowed for personal leave when such request is received in the Personnel Office a minimum of three (3) days prior to date in question. (In an emergency, the three (3) day requirement may be waived).

Personal leave is understood to be for compelling reasons which cannot normally be scheduled outside of the work day.

The "Personal" category may not be used for leave the day before or after a holiday, vacation period, or weekend unless approved by the Personnel Office.

All requests for days in multiples of two (2) or three (3) must indicate a specific reason.

Requests are to be submitted in writing on the "Request for Personal Leave" form.

E. Bereavement Leave

Each unit member shall be allowed absence without loss of pay for bereavement leave associated with the death of a member of the family. Family shall be defined to mean only the following: parent, child, brother, brother-in-law, sister, sister-in-law, grandparents, grandchild, spouse, parents of spouse, or other relative residing in the personal household of the employee. Such absence shall not exceed five (5) days for each such occurrence.

F. Loss of Pay

Any absence exceeding that allowed under the foregoing will result in a salary deduction for each such day.

G. Jury Duty

When an employee is called for service as a juror he/she shall receive his/her regular salary, less any fee received for such service. All unit members will use the one hour call system, if that option is available to them.

H. Cooperation

The Union agrees to apply its best efforts in promoting among its members, collectively and individually, the fair and reasonable use of the benefits provided for under this leave of absence provision.

I. Child Care Leave

1. In the case of the birth of a child and/or adoption, an employee may obtain a leave of absence without pay for the period of leave for the purpose of child care, provided the employee shall request such leave from the Superintendent of Schools at least ninety (90) days prior to the date such leave is requested to begin.
2. The date of return from child care leave (which may be granted for a period of time which shall not exceed 24 months) shall be noted in the request. In the sole discretion of the Superintendent of Schools, a unit member may be permitted to return to work from a child care leave earlier than the return date noted in the request.
3. Child care leave requests submitted in accordance with this article shall be granted by the Board upon recommendation of the Superintendent of Schools. The Superintendent shall not unreasonably withhold his approval.
4. While on unpaid child care leave, the employee may opt to continue his/her health insurance coverage. This continued coverage, while on unpaid child leave will be at the employee's expense.

J. Special Leave

1. A leave of absence without pay will be granted to employees, who have attained permanent status and have worked for the District for a period of not less than three years. This leave will be for one semester or for one year, if approved by the Board upon the recommendation of the Superintendent.

2. All such requests for special leaves by unit employees must be in writing to the Superintendent of Schools or designee stating the reason for the request by April 1, unless for health reasons (in which the time may be waived) of the school year prior to the one for which the leave is requested.

3. Special leaves must be submitted to the Board upon the recommendation of the Superintendent of Schools.

4. While on unpaid special leave the employee may opt to continue his/her health insurance coverage. This continued coverage while on unpaid leave will be at the employee's expense.

Article X

Grievance Procedure

A. Purpose

The purpose of this grievance procedure shall be to settle equitably and informally, if possible, at the lowest possible administrative level, disputes which may arise with respect to specific claims of violation, misapplication or misinterpretation of the terms of this contract.

B. Definitions

1. A "grievance" is a complaint by one or more employees of a violation, a misapplication or misinterpretation of this contract.
2. The term "employee" includes any individual or groups of individuals within the negotiating unit.
3. The term "days" in this Article shall be work days.
4. The term "supervisor" as used in this Article shall mean the person responsible for the department or building employee is assigned to.
5. All formal grievance hearings at Levels 1-3 will be scheduled during the normal working hours.

C. Structure

1. It is the policy of the District to encourage discussion on an informal basis between a supervisor and an employee of any employee complaint. Such discussion should be held

with a view to reaching an understanding which will dispose of the complaint in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure. Any employee's complaint should be presented and handled promptly and should be disposed of at the lowest level of supervision consistent with the authority of the supervisor.

2. Nothing herein contained shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without the intervention of the Union, if such adjustment is not inconsistent with the terms of this contract. The Superintendent will inform the Union prior to adjustment of the basis for resolution of such individual grievance. In no case shall such adjustment constitute a binding precedent. No such individual employee may, however, be represented by an officer, agent or member of another employee's organization.

3. There shall be established by the Union a Central Grievance Committee which shall consist of no more than three (3) persons selected by the Union. This committee shall represent the Union at the second, third and fourth levels of this procedure.

4. The District shall be represented at the second level by the Personnel Administrator and at the third level by the Assistant Superintendent for Business Operations.

D. Procedure

The number of days indicated at each level below shall be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent by the authorized representative of each party. Any grievance involving a group of employees or more than one department, or broad policy questions, may be processed, in the judgment of the Union, beginning at the second level.

1. Level 1

a. An employee alleging a grievance may initiate this procedure by the following action: He/she may approach the supervisor and discuss the matter in his/her behalf. The employee may require that a representative of the Union accompany him/her. In such case, the employee may not be compelled to discuss such grievance prior to any scheduled meeting at which such representative is to be present.

b. In the event the steps under "a" above are unsuccessful in resolving the grievance, the employee may file a written grievance on a mutually agreeable form. This form shall be filed in triplicate as follows: One copy each for the aggrieved employee, the Union, and the supervisor. A written grievance shall be filed as soon as possible, but in no event later than twenty (20) days after occurrence of the fact giving rise to the grievance, or notice of such facts to the employee, whichever is later.

c. Within three (3) days following the filing of a written grievance, a meeting shall take place between the supervisor, the aggrieved employee and the Union representative to attempt to resolve the grievance. If the supervisor resolves the grievance to the satisfaction of the aggrieved employee and the Union representative, he/she shall deliver a written answer to said employee explaining said resolution, if the employee so requests. In the event the supervisor does not resolve said grievance, he/she shall deliver a written answer to that effect to said employee. The written answer in each of the above instances shall be delivered no later than two (2) days following the meeting described in this subsection "c".

2. Level 2

If the grievance is not settled at Level 1 above, the Union may within five (5) days after the answer is rendered or due at Level 1, notify the Personnel Administrator in writing that it appeals the grievance, stating the grounds for such appeal. The Personnel Administrator shall, within five (5) days after receipt thereof, convene a Level 2 meeting between the Central Grievance Committee, the aggrieved employee and him/herself, and written answer as described in this Article, subsection D.1.c, on or attached to the grievance, shall be rendered within five (5) days thereafter and delivered to the Union.

3. Level 3

If the grievance is not settled at Level 2 above, the Union may appeal to the Assistant Superintendent of Business Operations by filing a written notice of appeal to the Assistant Superintendent for Business Operations within five (5) days after the answer is rendered or due at Level 2, stating the grounds for appeal. The Assistant Superintendent for Business Operations will meet with the Central Grievance Committee within five (5) days after receipt of written notice of appeal for the purpose of resolving the matter. The written answer of the Assistant Superintendent for Business Operations to said grievance shall be transmitted to the Central Grievance Committee within seven (7) days after the meeting.

4. Level 4

a. Within ten (10) days after receipt of the answer or after the answer is due, the Union may appeal to the Superintendent of Schools by filing a written notice of appeal.

b. The Superintendent of Schools will meet with the Central Grievance Committee within five (5) days after receipt of written notice of appeal. The Superintendent's written answer to such an appeal shall be transmitted to the Central Grievance Committee within seven (7) days after the meeting.

5. Level 5

- a. Within ten (10) days after receipt of the answer or after the answer is due, the Union, by notice request that the matter be submitted to the arbitration.
- b. The Superintendent of Schools and the Union will attempt to select an arbitrator from those names submitted by the American Arbitration Association within ten (10) days of receipt of said names. If they do not agree upon the selection within said ten (10) days, the arbitrator shall be selected by the impartial agency providing the service in accordance with its rules, which shall likewise govern the arbitration hearing.
- c. The arbitrator shall limit his/her decision to the application and interpretation of the provisions of this contract and he/she shall be without authority to modify or amend it or to make a decision contrary to law.
- d. The arbitrator shall be without power or authority to make any decision involving Board discretion or Board policy under the provisions of this Agreement or under applicable law, except that he/she may decide in a particular case that Board policy was disregarded or that its attempted application under any terms of this Agreement was so discriminatory, arbitrary, or capricious as to constitute an abuse of discretion.
- e. The decision of the arbitrator, made in accordance with his/her authority, as defined herein, shall be accepted as final by the parties to the dispute and it shall be binding upon them.
- f. The costs of any arbitration under this Article shall be divided equally between the District and the Union.

E. Miscellaneous

1. In the event that the District claims a violation, misapplication or misinterpretation of this Agreement by the Union or any member of the negotiating unit, a grievance thereon may be instituted by the Superintendent directly to the Central Grievance Committee as in Level 3 and the District, if dissatisfied with the answer, may proceed to arbitration as in Level 4.
2. Failure to appeal at any stage or level within the times specified above shall be deemed an acceptance of the decision rendered at that step.

Article XI

Benefits

A. Health and Dental Insurance

The District agrees to provide the current health and dental insurance plan benefits for unit members and their families enrolling in such plan, on the following shared-cost basis:

1. Beginning in the 1996-02 contract year the District will assume (80%) percent of the monthly premium cost for individual and (80%) percent of the monthly premium cost for dependents.
2. Completion of (1) continuous year's employment within the District will be necessary for entitlement by the unit member to the District's dental plan. Any member of the bargaining unit with less than one(1) year's service will be eligible to join such plan provided he/she pays the full premium cost.
3. The District will entertain a proposal to change the plan(s) at the request of their Association provided such plan(s) shall not entail additional cost to the District.

B. Retirement Benefits

All employees are eligible for membership in the New York State Employees' Retirement System under the District's existing plan(s). Employees in this unit will receive benefits under section 41j Retirement System.

C. Flexible Spending Plan

An agreeable Section 125 Plan Document will be developed by the parties to provide for a flexible spending plan for unit members. The District will provide this flexible spending benefit beginning on or about March 1, 1994.

Article XII

General

A. Permanent Employment

Persons employed by the District shall not be accorded permanent status until they complete a probationary period of not less than eight (8) weeks nor more than twenty-six (26) weeks following their permanent appointment. Upon completion, seniority status shall be established as of the date of employment.

B. Work Year

Security Aides and Ten (10) Month Bus Drivers

The salaries of security aides and ten (10) month bus drivers are based on a work year of two hundred (200) days.

C. Work Uniforms - Special Clothing

1. Work Uniforms

a. Effective July 1, each full-time twelve (12) month maintenance and special services employee is entitled to receive three (3) perma-press type uniforms; each full-time twelve (12) month bus mechanic is entitled to receive five (5) perma-press type uniforms and each full-time twelve (12) and ten (10) month bus driver is entitled to receive two (2) perma-press type uniforms. Furthermore, each full-time twelve (12) month maintenance mechanic is entitled to be issued up to two (2) overalls. Overalls will also be issued to those transportation personnel whose work requires them, as determined by the Supervisor of Transportation. Receipt of such uniforms shall be no later than September 15.

b. Issuance of uniforms to part-time or newly employed personnel will be at the discretion of the immediate supervisor.

c. At the discretion of the supervisor, some employees may be given additional uniforms per year.

2. Special Clothing

a. The District shall furnish a cold weather jacket to members of the maintenance staff, special services (including security aides) staff, and full-time twelve (12) month transportation personnel who are required to work outdoors during cold weather. This jacket shall be replaced at District expense after two(2) years.

- b. The district will make every attempt to purchase the appropriate garment when provided with an accurate requisition from the unit. The requisition must contain the size, type of material, the number of garments for each type. If the purchase cannot be made because the vendors cannot supply a split order, then the district will be held harmless and only perma press garments will be ordered.
- c.
 - 1. Jackets issued shall have an East Ramapo Central School District emblem prominently visible.
 - 2. Bus Driver, after three years of employment, will receive jackets on a one-time basis. The drivers are expected to wear the jackets during work hours.
- d. The District shall provide rain gear at each building for unit members required to work outdoors during inclement weather. Such rain gear shall not be replaced except as necessitated by fair wear and tear.
- e. One employee from each group shall make up a committee to make recommendation on uniforms for employees. These recommendation will be made to the Board of Education, whose decision is final.
- f. Each person in the security department shall receive long and short sleeve shirts plus winter and spring jackets, the number and type of which to be determined solely by the Board of Education. These items of clothing (shirts and jackets) should clearly note that these individuals are Security Personnel.
- g. A washer and dryer will be placed in the garage for bus mechanics to wash their work clothes.

D. Paychecks

Employees' paychecks will be available only on the designated Friday pay periods, except when District offices are closed. In that event, paychecks will be distributed on a preceding day. Regular hours, time and one-half hours, and double time hours worked will be shown on all paycheck stubs. (See Appendix (1) for a listing of abbreviations to be used on paychecks).

All payments that are in addition to regular base salary shall be delineated on separate entry lines on the employee's pay stub. (e.g. differentials, retroactive pay)

Direct Deposit

Members of this unit shall be eligible to have their salary checks deposited directly to an account in the bank designated for that purpose by the District.

E. Collective Bargaining Activities

Duly designated and authorized Union members actively engaged in collective negotiations or in processing grievances which involve meetings with management personnel during work hours shall not suffer a loss of pay or other benefits.

F. Tool Allowance

Each bus mechanic shall provide his own tool box and such tools as are ordinarily required for the performance of his duties..

Tool Allowance	1996-97	\$475
	1997-98	\$475
	1998-99	\$550
	1999-00	\$575
	2000-01	\$600
	2001-02	\$625

These amounts will be payable in two equal amounts on July 30 and December 31 provided said bus mechanics have been continuously employed in the District during the preceding six (6) months.

It is further understood that in return for the aforementioned tool allowance, the District is not responsible for stolen, broken or misplaced tools belonging to bus mechanics.

G. Amendments

The parties agree that the entire understanding between them is set forth completely in this Agreement and the Appendices attached hereto and supersede in their entirety all previous agreements and conflicting policies and directives of the District. The provisions herein may be changed only by mutual agreement of the parties. Any such changes or modifications as arrived at by mutual consent shall be committed to writing, stating the effective date, and be executed in the same manner as this Agreement.

H. Separability

The parties recognize that this Agreement has been entered into pursuant to the provisions of the Public Employees' Fair Employment Act. If any provision of the Agreement or application is found to be violative or contrary to law, then such provisions or application shall be deemed to be invalid to that extent. All other provisions of the Agreement will continue to have full force and effect.

I. Residual Board Rights

All terms and conditions of employment not covered or abridged by this Agreement shall continue to be subject to the District's exclusive direction and control and shall not be the subject of negotiations during the life of this Agreement.

J. Union Membership

No employee shall suffer any disadvantage by reason of his/her membership in the Union or participation in its lawful activities.

K. Seniority

1. The seniority of each employee in his/her relative position with respect to other employees in the bargaining unit shall begin with the date of employment with the District. Where two or more employees have the same seniority date, their seniority preference will be based on the order of processing by the Personnel Department on day of hiring, the first employee processed having preference.
2. Seniority for contractual items will be based upon the employee's date of regular appointment. (e.g. voucher time does not accrue for seniority).
3. A seniority list by department shall be given to the union president or his/her designee. This list shall contain date of hire and number of contracted hours. This list will be issued on or around 2nd pay in October or as soon thereafter as possible.

L. Lay-off and Recall

1. The Union and the District agree that in the event of a reduction in force with regard to the positions of Assistant Maintenance Mechanic, Maintenance Mechanic I and Maintenance Mechanic II Civil Service title areas, the lay-off procedures to discontinue the services of individuals shall be as follows:
 - a. Any and all employees hired through and including June 30, 1992, shall be laid off in inverse order of seniority of the employees within each of the above mentioned Civil Service titles. These procedures shall be in accordance and consistent with the seniority and bumping rights outlined for the competitive class of employees in the Civil Service Law and applicable procedures. Employees hired through and including June 30, 1992, will only be laid-off after all employees hired on or after July 1, 1992, have been laid-off.
 - b. In the event that within four years from the date of his/her lay-off a vacancy occurs, a laid-off employee shall be entitled to recall thereto in the order of his/her seniority irrespective of craft area.

c. Any and all employees hired on or after July 1, 1992, shall be hired by craft areas (e.g. electrical, heating and ventilation, plumbing, alarms, audio/video, glazier, carpentry and locksmith) within the Maintenance Mechanic I and Maintenance Mechanic II Civil Service title areas.

d. In the event of a School District reduction in force, to discontinue the services of employees hired on or after July 1, 1992, the lay-off shall be in inverse order of seniority consistent solely on the basis of craft area within either the Maintenance Mechanic I or Maintenance Mechanic II Civil Service title.

e. In the event that within four years from the date of his/her lay-off a vacancy occurs, a laid-off employee shall be entitled to recall thereto in the order of his/her seniority in the craft area within either the Maintenance Mechanic I or Maintenance Mechanic II Civil Service title.

f. Any employee who is going to be laid-off shall receive ninety (90) days notice whenever possible.

2. Lay-off for any and all unit employees in job titles other than those included in Article XII L1 above, is as follows:

a. In the first year of an employee's employment, and only in the first year, should a lay-off occur, the District has the right to lay-off any "first year" employee within the Civil Service Title in which reductions in force are to occur.

b. Beginning upon an employee's first anniversary of his/her date of employment, s/he shall be laid off in inverse order of seniority of the employees within each of the above mentioned Civil Service titles. These procedures shall be in accordance and consistent with the seniority and bumping rights outlined for the competitive class of employees in the Civil Service Law and applicable procedures.

c. Any employee who is going to be laid-off shall receive ninety (90) days notice whenever possible.

d. A recall list by Civil Service Title will be maintained for all employees. When positions become vacant or new positions are re-established by the District laid-off employees shall be recalled to those positions with the most senior person on the recall list within title being recalled first.

3. When lay-off are to be considered, the School District shall meet with a Union appointed committee to review proposed lay-offs and to consider alternative suggestions.

M. Activity Runs & Trips

1. Activity runs for students participating in regular after school activities, which may include homework clubs, will be divided into Monday-Wednesday and Tuesday-Thursday pairs whenever possible. Each pair will be considered a separate "activity". Any activity not paired will be left as a single day and will be considered a separate activity.
2. Activities will be offered at the beginning of each school year by overall seniority, regardless of classification, to School Bus Driver I's (those who drive 20 passenger vans). School Bus Driver II's, Cleaner/Bus Drivers, and Clerk /Bus Drivers (all of whom operate 55-74+ passenger buses) who sign the appropriate list the first day of the school year.
3. School Bus Drivers I's (Van Drivers) will pick first. School Bus Driver II's, Cleaner/Bus Drivers and Clerk/Bus drivers will pick second. Each driver will be assigned the activity he/she chooses for the entire school year except as provided in Sections 4 and 6 below.
4. School Bus Driver II's, Cleaner/Bus Drivers or Clerk/Bus Drivers, who thereby cover an activity for a van with a bus, will take the next available activity needing a bus only if the next most senior driver without an activity is a School Bus Driver I (Van Driver).
5. If a driver with an activity is unavailable due to absence or conflicting work assignment, the activity will be done by the stand-by driver covering the major part of that driver's run if possible or the activity will be treated as a trip and added to the trip list.
6. "Stand-By-Driver" who by definition do not have a regularly scheduled run so as to cover for absent drivers, may only cover an activity run for up to four (4) calendar weeks of continuous absence by the originally assigned driver. Thereafter, the activity will be offered to the next most senior driver without an activity.
7. A driver who informs the Transportation Office that he/she elects not to do their assigned activity for that same day, will be charged with a declination or "pass" for that day on the Athletic Trip List and, therefore, go to the bottom of the rotation for that list.

N. Trips

1. Trips will be posted as received in the Transportation Office, and will be assigned the day prior to the trip whenever possible. Drivers will use their regularly designated buses except when assigned otherwise by the Director of Transportation.
2. All Drivers will be rotated by seniority for assignment on trips with separate lists being used for van trips and bus trips. Trips will be divided into a departure trip and a

return trip only when necessary to facilitate scheduling. Acceptance or forfeiture of a trip will constitute a driver's turn and the rotation will proceed to the next eligible driver

3. A driver may accept or not accept any trip, but will forfeit a turn (be charged with a pass) only if refusing a trip with a return time of one hour (for out-of-county) or one half hour (for in county) later than the scheduled end of an assigned activity run or if the driver does not have an activity, at the end of his contracted hours.

4. If any driver passes on a trip which is subsequently rained out, that pass shall remain in effect.

5. When a trip is requested, or bus is added to an already scheduled trip after 9:30 a.m. on any day, it will be offered to the next available driver on the Trip List. The offering of this trip shall not go back to those drivers who already accepted or passed on a trip that day.

6. If a driver is offered a trip after 2:00 p.m. on any day, they will not be charged with a pass if they decline the trip. If the driver accepts the trip, he will be charged accordingly.

7. When trips are being offered for regular or extended weekends, they shall be offered one day at a time until all trips are covered on each consecutive day.

8. If trip is divided, the departure will be treated as a separate trip on the Mid-Day list (freebie list) and if refused, the turn will be forfeited.

9. Any extra driving assignments not already described will be distributed as evenly as possible among all drivers according to seniority.

O. Holiday Periods

1. Whenever possible, any regularly scheduled school runs operating during public school holidays shall be done by the regular driver. (I.D. 1&2 Trip Policy)

2. A Sign-up list will be posted for each holiday period to establish a pool of drivers willing to drive regular routes when the regular driver is unavailable. Assignments shall be made from this list on a seniority basis (from most senior down) daily, throughout the holiday period.

P. Extended Holiday Periods

(Periods of four (4) or more days which begin the day after public schools close)

1. Regular runs shall be done as described in O.1 and O.2 above.

2. A separate trip list shall be established prior to the first extended holiday period each year, indicating drivers wanting to do trips during all holiday periods of 4 or more days.

This extended Holiday Trip List shall function in the same manner as the regular Trip List throughout the Extended Holiday Periods, starting each time where it was left off on the preceding holiday period.

Q. Compensation for Destruction of Personal Property

Any unit members who, during the lawful performance of his/her duties sustains a loss or destruction of a prosthetic device (such as eyeglasses, dentures, or hearing aid), or damage to clothing while acting to stop a student disturbance, or as a result of an assault by a student upon such unit member, shall receive as reimbursement the reasonable cost of repair or replacement for such item(s) provided:

1. Such loss, damage or destruction was not due to the unit member's negligence, and
2. The loss or damage is reported as a part of a full report of incident to the unit member's immediate supervisor not later than twenty four (24) hours after the incident, and
3. Adequate documentation attesting to the incident and a statement of the Union president attesting to the veracity of the claim is submitted, and
4. Adequate documentation of the cost of repair or replacement is submitted within a reasonable time after the incident, and
5. Such loss is not covered by insurance or Workmen's Compensation.

R. Job Descriptions

A copy of Unit members' job descriptions (one for each category) with any subsequent changes will be sent to the President of their Unit.

S. Evaluation and Personnel Files

1. All members of the Unit will be subject to written evaluation by members of the Administrative staff. All observation and/or evaluation of work performance will be conducted openly and with the full knowledge of the individual involved.
2. An employee shall be given a copy of any report one (1) day prior to a conference. All evaluation reports will be discussed in conference between the employee and the administrator/supervisor making the evaluation. Any such report will be signed by the employee to indicate that he/she has seen the report and discussed its contents with the author thereof. A copy of any such report will be given to the employee at the time it is signed. No employee shall be required to sign a blank or incomplete evaluation form.
3. The employee has the right to attach any written statement in response to any

evaluation report and such statement will be placed in the employee's personnel file with the evaluation report.

4. Each member of the unit may, upon request, review the contents of his/her personnel file (except for pre-employment material of a confidential nature) and make copies, at no cost to the employee of any or all documents contained therein (except for pre-employment material of a confidential nature).

5. Nothing will be placed in an employee's personnel file unless the employee has been given an opportunity to review the material. The employee will affix his/her signature to the document, signifying only that he/she has seen it. The employee has the right to attach a written statement for inclusion in the personnel file with the document.

6. An employee shall be entitled to have a representative of the Association, its affiliate, or any person of his/her choice accompany him/her during such a review.

T. It is understood as that members of this Unit will participate in the Superintendent's Conference Day as indicated in the official school calendar. Appropriate Unit members, selected by the Unit's president, will be responsible for recommending to the appropriate district administrator in charge of the general conference agenda items, conference speakers, etc. The Unit pledges its unqualified support in conducting an appropriate educational experience for its various groups of workers who are members of this Unit.

U. It is agreed that the current stock clerk(12 months) will move to Column 3, Special Services. If this position becomes vacant, the new replacement will be placed in Column 2.

V. New License Fees and Training

The District shall reimburse all affected employees for costs incurred in obtaining the new federal licenses as required by law and any and all related fees for testing and license. This reimbursement will be paid at the same rate the District is reimbursed for transportation related items. All class time shall be arranged for during the work day.

Any training or licensing fees required under state or federal legislation shall be paid for by the District.

W. Progressive Discipline

The intent of this article is to provide a means for the prompt, equitable and effective imposition of progressive discipline. The parties agree that disciplinary procedures, which are progressive in nature, can result in correcting employee performance deficiencies and by this article they are instituting a process for correcting these deficiencies. The imposition of progressive discipline shall be used as a remedy for performance deficiencies of unit members. Disciplinary measures shall reflect the seriousness of the offense, the extent to which the person has been previously disciplined for violation of policies or procedures, the employee's prior record and length of service.

The supervisor is responsible for informing employees of procedures and guidelines by posting them in the work area. When the procedures and guidelines are distributed to new employees, a record showing that the employee has received a copy will be signed by the employee and a record of the signature will be kept on file as part of their permanent record file.

Disciplinary Guidelines and Procedures

Eligibility

All unit members who have completed their probationary period shall be subject to this article.

Employee Rights

An employee shall be entitled to union representation at any and all steps in the disciplinary procedure or meetings with a supervisor or administrator. An employee also has the right to challenge any step in the procedure through the grievance procedure. In order to discipline or terminate an employee, that employee must have been provided the

benefit of an appraisal process which made the employee aware that an alleged act is unacceptable or a basis for discipline. The process is as follows:

Process

- Step 1: Immediate Supervisor: Verbal Counseling
- Step 2: Immediate Supervisor (Director or Principal/Asst. Principal: Written Counseling (should the problem behavior continue.
- Step 3: The appropriate Assistant Superintendent for either the Business, Elementary, or Secondary Division: Written Warning outlines specific consequences, should the problem behavior continue.
- Step 4: Personnel Administrator, or Asst. Supt., Personnel: Suspensions without pay (2-5 days)_ and final Written warning that the next step (should the problem behavior continue) could lead to formal charges being preferred under Section 75 of Civil Service Law.
- Set 5: The problem employee would be formally charged under Section 75: Both the employee and the District would retain all rights thereunder.

X. Defensive Driving Course

The District will offer at no cost to unit members, a defensive driving course no less than once every three (3) years. Processing fees set by the certifying agency (National Safety Council) will be the responsibility of those unit members attending.

Y. Tire Checker

Each Transportation employee is expected to check tires prior to the start of the work day will be provided with a proper "tire checker".

Article XIII

Dues Deduction

A. As authorized under Section 208 of the Taylor Law and Section 93-b of the General Municipal Law, the District agrees to provide a payroll deduction plan for dues for membership in the East Ramapo Maintenance, Transportation, Special Services and Security Employees' Union.

B. The Union shall certify to the Board of Education in writing the current rate of its membership dues. If the Union changes the rate of its membership dues, it will give the Board thirty(30) days notice prior to the effective date of such change or thirty(30) days prior to the third pay day, whichever comes first.

C. Manner of Deduction

1. The total annual membership dues certified for the Union will be deducted in equal installments beginning with the first pay period in October and ending with the last pay period in June.
2. Original signed dues authorization forms of those employees who have voluntarily authorized the deduction of dues must be furnished to the Board no later than fifteen(15) days prior to the first pay period in October.

D. Agency Fee

Unit members who are not members of the Union shall be required to pay an agency fee equivalent to the unified dues of the Union. The agency fee shall be deducted by the District in the same manner as is provided for voluntary dues deduction in subsection C. 1 above.

1. All monies deducted shall be transmitted to the Union with dues deduction money.
2. The Unit shall adopt a refund procedure consonant with provisions of Section 208, Subsection 3, of the Civil Service Law.

E. Payroll Deduction

Any Unit member may voluntarily request automatic payroll deductions to participate in a U.S. Savings Bond Program and/or the Spring Valley Credit Union.

F. Certification

The Union shall certify total Unit membership on or before the 14th day of October each year. Such certification shall clearly denote those unit members who are participating in payroll deductions of dues and those persons for whom deductions are made under the agency fee provision above.

Article XIV

Committees

A. The district and union hereby agree to form a joint Safety Committee that will recommend to the Superintendent of Schools or his/her designee safety recommendations in areas that affect members of this unit. The committee will be comprised of the following:

- Superintendent or his/her designee
- One representative appointed by the union from:
 - a. Maintenance
 - b. Transportation
 - c. Special Services
 - d. Security

This committee will meet on or about November 14 of each year. If additional meetings are deemed necessary, they will be scheduled at mutually agreeable times and dates. The Committee's meetings will normally be held after the normal workday, but this does not preclude a meeting being scheduled during the workday upon mutual consent.

B. The district and the union hereby agree to establish a Salary Committee that will issue a non-binding recommendation to the parties on the restructuring of the salary schedules. The intent of this section is to have the compensation structure reviewed and recommendations made in order that the parties can assess the needs of both the district and the union to establish schedules to attract new employees and keep current employees as well as compensating each category appropriately.

C. A committee consisting of the Union President and an appointee from the union will be formed to deal with problems that may arise because of attendance. If the administration identifies a union member as having an attendance problem and asks the union to meet with said employee, then the function of the committee is to have a meeting with said employee to discuss his/her attendance problem. A written log containing the date, time and place of the meeting will be kept by the committee. The administration will be furnished with a copy of this log.

Article XV

Term of Agreement

This document shall constitute the full agreement between the parties and shall become effective as of July 1, 1996, and shall remain in full force and effect until June 30, 2002. Except as is otherwise specifically provided herein, this agreement will continue in effect from year to year after June 30, 2002, unless either party is notified by the other of its desire to terminate, amend or modify such agreement.

Any provision(s) not changed shall continue unchanged in the successor agreement.

IN WITNESS WHEREOF, the District and the Union have duly executed this agreement by their authorized officers on the day, month and year shown below.

for EAST RAMAPO SCHOOL DISTRICT

By: 

~~Stephen M. Jones~~, Board President

Date: 4/27/04

By: 

Jason P. Friedman, Superintendent of Schools

Date: 5/22/04

for EAST RAMAPO MAINTENANCE, TRANSPORTATION, SPECIAL
SERVICES AND SECURITY EMPLOYEES' UNION

By: 

Donna DiChiaro, President

Date: 12/05/03

In compliance with the amendment of the Taylor Law with the addition of Section 204-a (Agreements between Public Employers and Employee Organizations), the following is provided:

204.a. AGREEMENTS BETWEEN PUBLIC EMPLOYERS AND EMPLOYEE ORGANIZATIONS

1. ANY WRITTEN AGREEMENT BETWEEN A PUBLIC EMPLOYEE AND AN EMPLOYEE ORGANIZATION DETERMINING THE TERMS AND CONDITIONS OF EMPLOYMENT OF PUBLIC EMPLOYEES SHALL CONTAIN THE FOLLOWING NOTICE IN TYPE NOT SMALLER THAN THE LARGEST TYPE USED ELSEWHERE IN SUCH AGREEMENT:

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW, OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

2. EVERY EMPLOYEE ORGANIZATION SUBMITTING SUCH A WRITTEN AGREEMENT TO ITS MEMBERS FOR RATIFICATION SHALL PUBLISH SUCH NOTICE, INCLUDE SUCH NOTICE ON THE DOCUMENTS ACCOMPANYING SUCH SUBMISSION AND SHALL READ IT ALOUD AT ANY MEMBERSHIP MEETING CALLED TO CONSIDER SUCH RATIFICATION.

3. WITHIN SIXTY DAYS AFTER THE EFFECTIVE DATE OF THIS ACT A COPY OF THIS SECTION SHALL BE FURNISHED BY THE CHIEF FISCAL OFFICER OF EACH PUBLIC EMPLOYER TO EACH PUBLIC EMPLOYEE. EACH EMPLOYEE EMPLOYED THEREAFTER SHALL, UPON SUCH EMPLOYMENT, BE FURNISHED WITH A COPY OF THE PROVISIONS OF THIS SECTION.

Salary Schedule Columns

Titles in Column	Schedule Column
Security	1
Stock Clerk	2
Courier, Mail Clerk, Storekeeper	3
Senior Security	4
Senior Duplicating Machine Operator	4
Senior Storekeeper	5
Bus Driver I, 12 Months	6
Bus Driver I, 10 Months	7
Bus Driver II, 12 Months, Cleaner/Bus Driver	8
Bus Driver II, 10 Months	9
Clerk/Bus Driver	10
Groundsworker	11
MMI MEO I	12
MM II, Groundskeeper, Auto Mechanic, AV Mechanic, MEO II	13

Letter of Understanding

It is hereby agreed by and between the undersigned that the following understanding shall apply with respect to "new hours" which is to be included within the Agreement between the East Ramapo Central School District and the East Ramapo Maintenance, Transportation, Special Service, and Security Employees' Union:

1. With respect to the assignment of "new hours", during the regular work day, the parties agree that when "new hours" become available, they will be offered only to part-time employees, within the job category and location affected, with the individual having the most seniority having the right of first refusal, all other things being equal.
2. It is expressly understood and agreed that the concept of "new hours" is not intended to and shall not create a regular work day in excess of the 8-hour work day as defined in Article V, Section A in the aforesaid Agreement. The parties acknowledge that, in no event, shall the "new hours" concept be implemented so as to create a situation where any employee automatically becomes entitled to overtime or premium pay, as otherwise provided for in Article IV of the aforesaid Agreement.

This clarification is intended to give the most senior part-time employee, in the job category where the hours are to be added, an opportunity to increase his/her work day to full-time.

for EAST RAMAPO SCHOOL DISTRICT

By: _____
Sol Davis, Chief Negotiator

for EAST RAMAPO MAINTENANCE, TRANSPORTATION,
SPECIAL SERVICES AND SECURITY EMPLOYEES'
UNION

By: _____
Marcia Hautau, President

By: _____
Ira Rappaport, Chief Negotiator

2002-2003 Salary Schedules

Step	1	2	3	4	5
1	\$20,109	\$27,106	\$27,579	\$31,247	\$35,556
2	\$20,893	\$27,978	\$28,449	\$32,233	\$36,941
3	\$21,625	\$28,833	\$29,323	\$33,219	\$38,331
4	\$22,352	\$29,709	\$30,183	\$34,209	\$39,729
5	\$23,140	\$30,583	\$31,050	\$35,180	\$41,119
6	\$23,873	\$31,452	\$31,925	\$36,169	\$42,522
7	\$24,655	\$32,323	\$32,799	\$37,156	\$44,931
8	\$25,434	\$33,195	\$33,674	\$38,140	\$45,291
9	\$26,218	\$34,063	\$34,547	\$39,126	\$46,676
10	\$27,007	\$35,087	\$35,584	\$40,302	\$48,076
11	\$27,817	\$36,140	\$36,651	\$41,510	\$49,520
12	\$28,658	\$37,200	\$37,702	\$42,695	\$51,013

Step	6	7	8	9	10
1	\$27,518	\$21,160	\$29,088	\$22,500	\$31,955
2	\$28,509	\$21,923	\$30,057	\$23,250	\$32,940
3	\$29,477	\$22,669	\$31,047	\$24,007	\$33,929
4	\$30,467	\$23,427	\$32,034	\$24,765	\$34,919
5	\$31,452	\$24,184	\$33,018	\$25,523	\$35,904
6	\$32,438	\$24,943	\$33,994	\$26,274	\$36,872
7	\$33,423	\$25,704	\$34,962	\$27,019	\$37,858
8	\$34,408	\$26,460	\$35,931	\$27,770	\$38,842
9	\$35,398	\$27,219	\$36,904	\$28,514	\$39,827
10	\$36,460	\$28,035	\$37,997	\$29,352	\$40,924
11	\$37,555	\$28,878	\$39,114	\$30,213	\$42,136
12	\$38,663	\$29,731	\$40,239	\$31,078	\$43,297

Step	11	12*	12**	13*	13a**
1	\$28,818	\$32,509	\$33,087	\$34,814	\$35,394
2	\$29,894	\$33,737	\$34,318	\$36,199	\$36,780
3	\$30,948	\$34,969	\$35,547	\$37,601	\$38,180
4	\$32,025	\$36,197	\$36,778	\$38,987	\$39,568
5	\$33,095	\$37,431	\$38,009	\$40,393	\$40,971
6	\$34,155	\$38,659	\$39,240	\$41,775	\$42,354
7	\$35,227	\$39,889	\$40,470	\$43,182	\$43,761
8	\$36,303	\$41,118	\$41,697	\$44,569	\$45,148
9	\$37,379	\$42,347	\$42,926	\$45,955	\$46,533
10	\$38,456	\$43,575	\$44,155	\$47,343	\$47,922
11	\$39,611	\$44,883	\$45,462	\$48,760	\$49,341
12	\$40,799	\$46,230	\$46,809	\$50,225	\$50,804
13	\$42,007	\$47,601	\$48,182	\$51,733	\$52,313

* Applies during first 3 years of employment.

** Applies beginning on 3rd anniversary date and thereafter.

2003-2004 Salary Schedules

Step	1	2	3	4	5
1	\$20,612	\$27,784	\$28,268	\$32,028	\$36,445
2	\$21,415	\$28,678	\$29,160	\$33,039	\$37,865
3	\$22,166	\$29,554	\$30,056	\$34,050	\$39,289
4	\$22,911	\$30,451	\$30,938	\$35,065	\$40,722
5	\$23,719	\$31,347	\$31,827	\$36,060	\$42,147
6	\$24,470	\$32,238	\$32,723	\$37,073	\$43,585
7	\$25,272	\$33,131	\$33,619	\$38,085	\$46,054
8	\$26,070	\$34,024	\$34,516	\$39,094	\$46,423
9	\$26,874	\$34,914	\$35,410	\$40,104	\$47,843
10	\$27,682	\$35,964	\$36,473	\$41,310	\$49,277
11	\$28,513	\$37,044	\$37,567	\$42,548	\$50,758
12	\$29,374	\$38,130	\$38,644	\$43,763	\$52,289

Step	6	7	8	9	10
1	\$28,206	\$21,689	\$29,816	\$23,062	\$32,754
2	\$29,222	\$22,471	\$30,809	\$23,831	\$33,764
3	\$30,214	\$23,236	\$31,823	\$24,607	\$34,777
4	\$31,229	\$24,013	\$32,835	\$25,384	\$35,792
5	\$32,238	\$24,788	\$33,844	\$26,161	\$36,801
6	\$33,249	\$25,567	\$34,844	\$26,931	\$37,794
7	\$34,259	\$26,347	\$35,836	\$27,694	\$38,805
8	\$35,268	\$27,122	\$36,830	\$28,465	\$39,813
9	\$36,283	\$27,899	\$37,827	\$29,227	\$40,823
10	\$37,372	\$28,736	\$38,947	\$30,086	\$41,947
11	\$38,494	\$29,600	\$40,092	\$30,968	\$43,189
12	\$39,630	\$30,474	\$41,245	\$31,855	\$44,379

Step	11	12*	12**	13*	13a**
1	\$29,538	\$33,322	\$33,914	\$35,684	\$36,279
2	\$30,641	\$34,580	\$35,176	\$37,104	\$37,700
3	\$31,722	\$35,843	\$36,436	\$38,541	\$39,135
4	\$32,826	\$37,102	\$37,697	\$39,962	\$40,557
5	\$33,923	\$38,367	\$38,959	\$41,403	\$41,996
6	\$35,009	\$39,625	\$40,221	\$42,819	\$43,413
7	\$36,108	\$40,886	\$41,482	\$44,262	\$44,855
8	\$37,211	\$42,146	\$42,739	\$45,683	\$46,277
9	\$38,313	\$43,406	\$43,999	\$47,104	\$47,696
10	\$39,417	\$44,664	\$45,259	\$48,526	\$49,120
11	\$40,601	\$46,005	\$46,598	\$49,979	\$50,575
12	\$41,819	\$47,385	\$47,979	\$51,481	\$52,074
13	\$43,057	\$48,791	\$49,387	\$53,026	\$53,621

* Applies during first 3 years of employment.

** Applies beginning on 3rd anniversary date and thereafter.

2004-2005 Salary Schedules

Step	1	2	3	4	5
1	\$21,128	\$28,478	\$28,975	\$32,829	\$37,356
2	\$21,950	\$29,395	\$29,889	\$33,865	\$38,811
3	\$22,720	\$30,293	\$30,808	\$34,901	\$40,271
4	\$23,484	\$31,213	\$31,711	\$35,941	\$41,740
5	\$24,312	\$32,131	\$32,622	\$36,961	\$43,201
6	\$25,082	\$33,044	\$33,541	\$38,000	\$44,675
7	\$25,904	\$33,960	\$34,459	\$39,037	\$47,206
8	\$26,722	\$34,875	\$35,379	\$40,071	\$47,583
9	\$27,546	\$35,787	\$36,296	\$41,107	\$49,039
10	\$28,374	\$36,863	\$37,385	\$42,342	\$50,509
11	\$29,226	\$37,970	\$38,506	\$43,612	\$52,027
12	\$30,109	\$39,084	\$39,610	\$44,857	\$53,596

Step	6	7	8	9	10
1	\$28,911	\$22,231	\$30,561	\$23,639	\$33,573
2	\$29,953	\$23,033	\$31,579	\$24,427	\$34,608
3	\$30,969	\$23,817	\$32,619	\$25,222	\$35,646
4	\$32,009	\$24,613	\$33,656	\$26,019	\$36,686
5	\$33,044	\$25,408	\$34,690	\$26,815	\$37,721
6	\$34,080	\$26,206	\$35,715	\$27,604	\$38,739
7	\$35,115	\$27,005	\$36,732	\$28,387	\$39,775
8	\$36,150	\$27,800	\$37,750	\$29,176	\$40,809
9	\$37,190	\$28,597	\$38,772	\$29,958	\$41,844
10	\$38,306	\$29,454	\$39,920	\$30,838	\$42,996
11	\$39,456	\$30,340	\$41,094	\$31,742	\$44,269
12	\$40,620	\$31,236	\$42,277	\$32,651	\$45,489

Step	11	12*	12**	13*	13a**
1	\$30,277	\$34,155	\$34,762	\$36,577	\$37,186
2	\$31,408	\$35,445	\$36,055	\$38,031	\$38,642
3	\$32,515	\$36,739	\$37,347	\$39,505	\$40,113
4	\$33,646	\$38,029	\$38,640	\$40,961	\$41,571
5	\$34,771	\$39,326	\$39,933	\$42,438	\$43,045
6	\$35,884	\$40,616	\$41,227	\$43,890	\$44,498
7	\$37,011	\$41,908	\$42,519	\$45,368	\$45,977
8	\$38,141	\$43,199	\$43,808	\$46,825	\$47,434
9	\$39,271	\$44,491	\$45,099	\$48,281	\$48,889
10	\$40,403	\$45,781	\$46,390	\$49,739	\$50,348
11	\$41,616	\$47,155	\$47,763	\$51,229	\$51,839
12	\$42,865	\$48,570	\$49,178	\$52,768	\$53,376
13	\$44,133	\$50,011	\$50,621	\$54,352	\$54,961

* Applies during first 3 years of employment.

** Applies beginning on 3rd anniversary date and thereafter.